

TEAMING AGREEMENT

This Teaming Agreement, effective upon signature by both Parties, is entered into by and between **Metropolitan Law Enforcement Council (MetroLEC)**, hereinafter referred to as MetroLEC, representing the Metro West Boston law enforcement agencies, and **Aurora Flight Sciences Corporation** hereinafter referred to as AFS, having a place of business at 9950 Wakeman Drive, Manassas, VA 20110.

Each of the parties mentioned above are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

WITNESSETH

WHEREAS, MetroLEC possesses expertise and capabilities in law enforcement and tactics

WHEREAS, AFS possesses certain complementary expertise and capabilities in unmanned aircraft system (UAS) design and development;

WHEREAS, MetroLEC and AFS wish to leverage their complementary capabilities for the purpose of understanding UAS applications in the law enforcement market and leveraging those applications into market intelligence

NOW THEREFORE, to effectuate the foregoing recitals, which are expressly incorporated into the body of this Teaming Agreement, and in consideration of the premises, covenants and conditions contained herein, MetroLEC and AFS do hereby agree as follows:

1. PURPOSE OF TEAMING AGREEMENT

The purpose of this Teaming Agreement is to set forth the terms and conditions of the shared arrangement between MetroLEC and AFS to field Skate Small Unmanned Aerial System (SUAS) with the MetroLEC SWAT team to evaluate it's applicability in a law enforcement application, to develop a law enforcement Concept of Operations (CONOPS), and to leverage lessons learned into marketing materials that can be used by AFS to further the adoption of Skate SUAS by other law enforcement agencies.

2. RELATIONSHIP OF THE PARTIES

a. During the term of this Teaming Agreement (6 months from date of execution), MetroLEC and AFS agree to work together in good faith to obtain mutually beneficial outcomes based on the operational and corporate requirements of each party.

b. This Teaming Agreement does not constitute, create, or give effect to a partnership, joint venture, or any other type of formal business entity. MetroLEC and AFS are independent entities. Neither is the agent of the other and neither may bind the other. Each Party agrees to make its own independent evaluation of any information provided by the other Party and neither Party makes any representation or warranty regarding the use, accuracy or sufficiency of any information provided in connection with this Agreement. Neither Party shall make any claim or have any liability against the other for any reason other than a breach of the confidentiality undertaking set forth herein.

c. During the term of this Teaming Agreement MetroLEC will bear the respective risks and liabilities incurred by it as a result of the operation of Skate SUAS in operational law enforcement scenarios.

d. During the term of this Teaming Agreement AFS will provide MetroLEC with all necessary training, operational support, and Skate SUAS equipment (initial system and associated spares) at no cost to MetroLEC (the complete list of hardware to be provided is included in the Bailment Agreement, Annex 1).

e. During the term of this Teaming Agreement MetroLEC will, whenever possible, allow AFS technical personnel to support operational briefings and planning in order to best provide Skate SUAS support when required

f. During the performance of this Agreement, the Parties shall not release items of publicity of any kind including, without limitation, news releases, articles, brochures, advertisements, prepared speeches, company reports or other information releases to the public related to this Agreement without the prior consent of the other Party provided, however, as required by law.

3. PERFORMANCE

a. MetroLEC will recognize and identify AFS and Skate SUAS when external parties enquire about the operation of Skate SUAS in law enforcement operations

b. MetroLEC will advise AFS of changes in any internal priorities that may affect AFS and this program

c. AFS will support MetroLEC when required during the planning and execution of live operational scenarios where Skate SUAS employment is desired

d. MetroLEC will provide AFS with adequate time to prepare and respond to requests for operational support during operational scenarios

4. ROLES/RESPONSIBILITIES

The roles and responsibilities summarized below are established under this Agreement and assume no objection from the Parties' respective governments to proceed as outlined herein.

AFS will:

- a. AFS will provide one Skate SUAS system and training (consisting of one three day class for up to 10 students) to the agency/department to ensure 100% operational need requirements are met.
- b. Initial system and training will be provided at the beginning of the program, subsequent spare/replacement support will be provided as required during the program period at no cost to MetroLEC at the discretion of AFS.
- c. AFS will provide all technical and programmatic information required for the agency/department to meet Federal Aviation Administration Certificate of Authorization (COA) application requirements.
- d. AFS will work to identify potential grant funding and help to author any required application or grant funding requests during the program.
- e. Establish a dedicated Point of Contact (POC) for MetroLEC to contact for programmatic communications.

MetroLEC will:

- f. The agency/department must ensure that regulatory requirements are met (i.e. COA approval and/or FAA clearance to operate).
- g. All agency/department personnel that will be tasked with the operation of Skate SUAS must receive Skate basic training before operational use.
- h. The agency/department (within reason) will allow AFS to create marketing materials based on the operational use cases developed during the program (brochures, videos, press releases, etc.).
- i. The agency/department will provide AFS with an operational report or de-briefing following any live operational use of Skate SUAS
- j. The agency/department will act as a "referral agency" for potential future Skate customers and will provide past performance information as requested by AFS in future marketing activities.

5. TERMS OF TEAMING AGREEMENT

This Teaming Agreement shall be effective upon signature by both parties. It shall terminate effective upon the earliest occurrence of any of the following; except for the conditions expressed in paragraph 5, which shall convey to any resultant subcontract:

- a. Written agreement of both parties to terminate this Teaming Agreement.
- b. The expiration of six (6) months from the effective date of this Teaming Agreement, except that this Teaming Agreement may be extended by written agreement of both parties.
- c. By either Party providing thirty (30) days written notice of termination to the other Party prior to the above mentioned expiration period.
- d. The commencement, voluntary or involuntary, of proceedings in reorganization or bankruptcy for one of the parties, including filing under chapters 7 or 11 of the U.S. Bankruptcy Code.
- e. **6. PROPRIETARY DATA**

The parties anticipate that under this Teaming Agreement it may be necessary for either party to transfer information of a proprietary nature to the other party. Such proprietary information exchange will be governed in accordance with the attached Nondisclosure Agreement.

7. CHANGES

Both parties shall agree to any modification or amendment to this Teaming Agreement in writing.

8. ENTIRE AGREEMENT

This Teaming Agreement, including attachments, constitutes the entire, complete and final understanding and agreement between the parties and supersedes any prior oral or written agreements with respect to this Agreement or any associated programs. Each party covenants that there is no agreement between itself and any other person, firm, or corporation, which would cause this Teaming Agreement not to have full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly authorized representatives, executed this Teaming Agreement effective upon signature by both parties.